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ABSTRACT

This document presents the agreement between the Organization of Professional Administrative Personnel of Ulster County Community College and the Ulster County Legislature for the period from September 1, 1972 until December 31, 1974. The articles in the agreement include salaries and workloads, job functions during long-term absences, academic rank, salary and position responsibility scales, travel policy and procedures, benefits, arbitration, grievance procedures, health insurance, retirement, sabbaticals, unpaid leaves, personal leaves and legal holidays. (PG)

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THE AGREEMENT

between the

ORGANIZATION OF PROFESSIONAL ADMINISTRATIVE PERSONNEL

and the

ULSTER COUNTY LEGISLATURE

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
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EMPLOYMENT AGREEMENT 1972-74 BETWEEN THE COUNTY OF ULSTER AND THE ORGANIZATION OF PROFESSIONAL ADMINISTRATIVE PERSONNEL

ARTICLE I

Section 1

The County of Ulster, hereinafter referred to as the "County", and the organization of professional administrative personnel of Ulster County Community College, hereinafter referred to as "OPAP", do hereby enter into the following collective bargaining agreement, all benefits becoming effective as of September 1, 1972 and ceasing December 31, 1974.

Section 2

The County agrees that OPAP shall be the sole and exclusive representative of a unit consisting of all full-time professional administrative personnel with the exception of the President, the Dean of Faculty, the Dean of Administration, and the Dean of Students.

Section 3

Subject, however, to all provisions of Article XIV of the Civil Service Law and the penalties thereunder, the County shall deduct from the wages of employees regular membership dues and other authorized deductions for those employees who sign such authorization permitting such payroll deductions and to remit such deductions to OPAP monthly.

Section 4

The County agrees that OPAP shall continue its period of unchallenged representative status for the maximum period of time as described in Article XIV, Section 208 of the Civil Service Law, subject, however, to all other provisions of said Article.

Section 5

OPAP hereby affirms that it does not assert the right to strike or conduct work stoppages or slowdown or to assist or to participate in any strike, work stoppage, or slowdown, or to impose an obligation to conduct, assist, or participate in a strike, work stoppage, or slowdown upon its officers and/or members.

ARTICLE II

Salaries and Work Load

Section 1

All those in the Unit represented by OPAP will receive a 4% increase based upon their 1971-72 basic salaries retroactive to September 1, 1972.

Effective January 1, 1973, those in the Unit will receive an additional 3% of their then current basic salaries. Effective September 1, 1973, all those in the Unit represented by OPAP will receive an additional increase of 5-1/2% of their then current basic salaries.

Section 2

Work Load

Job descriptions will not be changed during a work year without the mutual agreement of the administration and the individual affected. Changes in job descriptions planned for any ensuing year shall be at the discretion of the President and will be included in the letter of reappointment to a given position.

Section 3

Job Functions During Long Term Absence

The College will make every reasonable effort to assure that the performance of the functions of all positions under this contract shall be continued should any individual be absent from work for a period of greater than one month whether for sabbatical leave, maternity leave, illness or any other acceptable reason.

Section 4

Academic Rank

OPAP members will continue to hold at least the same Academic Rank which they held as of September 1972. A committee of four members of OPAP, Dean of Faculty, Dean of Administration and Dean of Students will annually recommend the promotion of members of OPAP to higher Academic Rank (Instructor, Assistant Professor, Associate Professor and Professor). The Committee will base its recommendations upon criteria which it will develop specifically for the positions represented by OPAP. The Committee will submit its recommendations to the President of the College for final decision and recommendation to the Board of Trustees. All new employees in the Unit represented by OPAP will be assigned Academic Rank upon employment. OPAP will be consulted in the determination of the Academic Rank to be assigned.

Section 5

Salary and Position Reaponsibility Scales

The following salary schedule shall remain in effect for the term of this Agreement:

	MINIMUM	MAXIMUM
LEVEL I	$ 9,000	$15,900
LEVEL II	10,000	17,700
LEVEL III	11,000	19,800
LEVEL IV	13,300	22,500

POSITION RESPONSIBILITY SCALE

LEVEL I	ASSISTANT LIBRARIAN-READER SERVICE ASSISTANT REGISTRAR
LEVEL II	COUNSELORS ADMISSIONS COUNSELOR DIRECTOR OF STUDENT ACTIVITIES PLANT AND EQUIPMENT COORDINATOR DIRECTOR OF PURCHASING AND CENTRAL SERVICES DIRECTOR OF STUDENT FINANCIAL AIDS
LEVEL III	ASSOCIATE DIRECTOR OF LIBRARY SERVICES FINANCIAL OFFICER DIRECTOR OF ADMISSIONS ASSISTANT TO THE PRESIDENT FOR COMMUNITY RELATIONS ASSISTANT TO THE PRESIDENT FOR INSTITUTIONAL RESEARCH REGISTRAR DIRECTOR OF DEVELOPMENTAL STUDIES AND COLLEGE SKILLS DIRECTOR OF INSTRUCTIONAL MEDIA
LEVEL IV	DIRECTOR OF LIBRARY SERVICES DIRECTOR OF CONTINUING EDUCATION DIRECTOR OF COMPUTER CENTER

Members of the OPAP unit employed during the term of this Agreement will have their salaries determined by the Position Responsibility Scale and their place on that scale will be determined by a combination of degrees, experience, academic rank, etc. by the President of the College in consultation with OPAP.

The President of the College, in consultation with OPAP, will annually review the position responsibilities scale for the placement of new positions, changes in responsibility, changes in title, etc.

OPAP shall be consulted in the establishment of salaries for all new positions that fall within the unit.

Any OPAP member assigned temporarily to perform duties of a higher level for over 30 days will be compensated at a higher rate of pay, mutually agreed upon by the President and the OPAP member involved.

Positions may be established or existing positions modified that fall within the OPAP Unit that require service of less than 12 months. These may be initiated at the discretion of the President. Salaries and fringe benefits for such positions will be established as follows: The position will be based upon the position responsibility scale as though it were a 12 month position. The employee will then receive salary and, where applicable, fringe benefits pro-rated downward from the 12 month salary figure.

ARTICLE III

Travel Policy and Procedures

(a) Time consumed while traveling for authorized college purposes shall not be charged against vacation time, personal leave or sick time.

(b) For purposes of this Agreement, there are two types of travel recognized: local travel necessary for job related functions and travel for professional purposes for continued professional development at various meetings and professional gatherings.

Local travel shall be limited to that within Ulster County or contiguous counties and which does not involve reimbursement for lodging or for more than one meal.

(c) Local travel will not require prior written approval; however, the member of OPAP shall keep a log of such travel including transportation, meals, tolls, parking fees, etc., and shall submit this log to the Dean of Administration at the end of each month on forms supplied by the Dean's office. He shall be reimbursed for transportation by personal vehicle for the mileage indicated on the log and receipts for meals, tolls, parking, etc. should accompany this form. The rate of reimbursement for such expenses shall be as stated elsewhere in this Section of the Agreement.

(d) Approval must be obtained in advance for travel for professional purposes if college funds are to be used. OPAP members must receive the approval of the President or his designee. "Request for Travel" forms should be completed in triplicate and presented to the President or his designee for approval three weeks in advance. The return of one copy signed by the President or his designee will indicate approval for travel.

(e) It is the responsibility of the administrator authorizing travel to determine the mode of transportation to be used. College cars or common carriers should be used for travel. However, the use of private vehicles will be approved if college cars are unavailable. If a private vehicle is used, the rate of 10¢ per mile will be allowed and mileage published by the American Automobile Association will be regarded as official.

(f) Meals and lodging will be reimbursed where prior approval has been obtained at the following rate:

Lodging: $13.50 per day

Per diem rate of $11.00 for meals

Departures from the above guidelines to allow proper representation for the College in certain circumstances may be approved at the discretion of the President or his designee.

(g) Claim may be made only for meals which occur while actually traveling or attending conferences. Expenses incurred when attending conventions and meetings shall be supported by a program of literature setting forth the opening and closing dates of the convention.

(h) Travelers shall provide themselves with sufficient funds to cover all expenses when traveling. Upon return, a voucher shall be submitted for reimbursement of all allowable expenses to the office of the Dean of Administration. The voucher must be submitted in triplicate and receipts will be necessary for tolls, lodging, tickets, registration fees, parking fees and any other allowable expenses.

ARTICLE IV

Other Benefits

Section 1. Facilities

Each member of OPAP should be provided with a private office with appropriate furnishings. When this is not feasible, the appropriate member of OPAP and the Dean of Administration will make alternate arrangements.

Section 2. Parking

Members of OPAP will continue to be provided with reserved parking areas. However, it is understood that this parking provision may be superseded by a college-wide parking policy developed by an all-college governance committee.

Section 3. New Facilities

In the planning of all new facilities and in the development of possible changes to existing facilities that affect OPAP members, those members will be consulted.

Section 4. Dining Area

The college shall insure that an appropriate area is available for OPAP members for lunches, dinners and coffee-breaks. Coffee and cold drinks shall be available at all times during the calendar year as long as practicable.

Section 5. Use of Facilities

Reasonable provision will be made for the members of OPAP to use the general facilities of the college for the regular meetings and they may have monthly meetings established on the College Calendar.

The OPAP and its authorized representatives shall be permitted to use, free of charge, college meeting facilities and equipment at all reasonable times when such facilities and equipment are not otherwise in use to be scheduled with the Dean of Administration. The OPAP shall furnish necessary paper and supplies. A designated bulletin board area shall be maintained for the exclusive use of OPAP for the purpose of posting OPAP notices. The OPAP shall be permitted to use the inter-college mail service at the discretion of the President.

Section 6. Support Staff

The College will, in consultation with OPAP, assess the Support Staff needs as they pertain to the OPAP Unit. The College will make every reasonable effort to meet these needs and/or to develop a plan to meet these needs.

While the College reserves the overall authority for all Support Staff, in order to insure proper supervision, the Support Staff members should normally report to the OPAP member to whom they are assigned.

OPAP will be informed of all Civil Service changes and consulted regarding the assignment and re-assignment of Support Staff members as they pertain to this Unit.

Section 7. Vacancies

The notice of any vacancy in the OPAP Unit of the College shall be made known to the employees in the Unit as soon as the vacancy becomes official.

Any individual being offered a position by the President of the College to fill any position under the coverage of the OPAP Unit shall be advised by the President or his designee that he may have a private meeting with the Chairman of OPAP to discuss its relationship to his employment should he so wish.

The College recognizes the need for advisory interviews by OPAP members when filling supervisory positions for their Unit and will provide opportunity for such interviews.

Section 8. Academic Calendars

Copies of all proposed Academic Calendars for each year shall be submitted to the OPAP for its recommendation at least one month prior to the date when the final calendar is to be adopted.

Section 9. Access to Information

The President of the College shall make available to OPAP, upon request, any and all available information, statistics and records relevant to negotiations that are necessary for the proper enforcement of the terms of this Agreement which are reasonably and normally considered public.

Official copies of the minutes of the meetings of the Board of Trustees of the College and the Instructional Advisory Council shall be made available to OPAP within two weeks after such meetings are held or as soon as the minutes are adopted as official.

Section 10. Academic Freedom

As a member of his community, the professional educator has the rights and obligations of any citizen. He measures the urgency of these obligations in the light of his responsibilities. As a citizen engaged in a profession that depends upon freedom for its health and integrity, he has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom. (This Provision is specifically excluded from the arbitration provisions of the grievance procedure contained in this Agreement.)

Section 11. Inclement Weather

If classes are cancelled due to hazardous road conditions, members of OPAP will be expected to report for work as soon as road conditions permit. If the College is officially closed, members of OPAP will not be expected to report for work.

Section 12. Membership in Professional Organizations

The College may pay institutional memberships and dues in such organizations for OPAP members at its discretion and only provided that such membership is directly related to their positions at the College.

Section 13. Tuition Waiver Program

The College encourages the use of the tuition waiver program at other campuses of the state University of New York by OPAP members at no cost to Ulster County Community College or Ulster County.

Section 14. Legal Holidays

Effectives as of March 1, 1973 legal holidays for OPAP members will be:

Lincoln's Birthday	Washington's Birthday
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Fourth of July	Christmas
Labor Day	New Years Day
Columbus Day	Election Day
	Veteran's Day

When such a holiday falls on a Saturday, OPAP members normally shall be granted the Friday preceding. If the holiday falls on a Sunday, OPAP members normally shall be granted the Monday following the holiday. If a holiday should fall on a day when the College is open, the OPAP member will be allowed to take a day at a later date, such date to be mutually agreed between the OPAP member and the College.

The scheduling of these holidays must have the advance approval of the President or his designee. The preferences of OPAP members will be honored to the extent that they do not conflict with the needs of the College.

Section 15. Vacation

OPAP members shall accrue annual vacation at the rate of two days per month; such leave may remain unused and be carried over from college fiscal year to college fiscal year to a maximum of 40 days. OPAP members will be compensated for any accrued leave upon termination of employment.

Section 16. Sick Leave and Sick Leave Bank

A. OPAP members shall be granted 12 sick days of leave per college fiscal year. These 12 days will be credited to each OPAP member on September 1 of each academic year and 150 sick days may be accumulated. A pro-rated number of sick days may be credited to any OPAP member employed by the College after September 1. A doctor's certificate may be requested by the President after any absence of five consecutive days.

B. Each OPAP member may contribute two (2) days from his sick leave accumulation reserve at the end of each of his first three (3) years of service at the college, and the employer will contribute one (1) day, for a total of three (3) days per OPAP member per year. OPAP members with more than three (3) years service in the college are entitled to contribute up to three (3) days of their sick leave during each year of this agreement toward the sick leave bank. In the event that the sick bank reserve is exhausted a special gift of days to the sick bank by OPAP members will be allowed under the following restrictions: (1) no member may give more than one (1) day for each year of service at the college, and (2) no more than one such special gift can be made in any one year of this agreement. This sick leave bank shall accumulate to a maximum total of 250 days.

An OPAP member may be permitted, on written application and adequate justification to draw up to forty (40) days against the bank after his own accumulation has been exhausted.

The President of OPAP and the Dean of Administration will administer this sick bank.

Section 17. Personal Leave

OPAP members employed on a 12-month basis shall have available six days per college fiscal year for personal leave. Request for use of personal leave days normally will be made in writing 48 hours in advance to the Supervisor concerned. Members of the Unit who are employed for less than 12 months will receive personal leave on a pro-rated basis.

Personal leave days are not cumulative from year to year.

Section 18. Unpaid Leaves

A. Maternity

Maternity leave shall be granted by the President of the College for a period not to exceed one full year. Upon recommendation of the President, the Board of Trustees may grant extensions of such leave.

Such leave shall be without pay. Sick leave shall not be granted for maternity purposes.

A pregnant OPAP member shall be permitted to continue employment provided that, at the request of the President of the College, she may be required, after the fourth month of pregnancy, to submit a monthly statement from her attending physician indicating her physical capability to perform all the duties of her position.

An OPAP member on maternity leave shall be permitted to terminate her leave at any time after confinement provided that she produces a statement from her attending physician indicating her physical capacity to perform all the duties of her position.

Except in cases where it would be impossible to do so, the OPAP member may be expected to give 30 days notice of departure or return.

B. Other Leaves

1. The Board of Trustees may grant members of the professional staff, other than those persons having temporary appointments, other leaves of absence, without salary, for periods up to one year.

2. Applications for leaves of absence, without salary, shall be made to the President. Each such application shall include a statement of the

purpose for which the leave is requested, its anticipated duration, and its value to the applicant or the College.

3. An OPAP member receiving a leave of absence shall be guaranteed his position upon return with at least his previous salary.

4. While on leave of absence without pay, OPAP members shall retain all privileges of OPAP with the exception of salary and fringe benefits.

Section 19. Jury Duty and Court Appearances

Any member of OPAP scheduled for jury duty or for whom it is necessary to appear as a witness in court or at a hearing before a governmental agency shall be excused from his professional responsibilities without loss of pay to allow such participation. Any compensation received during this period of excused civil services shall be remitted to the College by the professional employee.

Section 20. Sabbatical Leave

Provided an adequate number of candidates meet the duly established criteria, one member of the OPAP Unit may be granted sabbatical leave during each calendar year under this Agreement.

To qualify for sabbatical leave the applicant must have continuing appointment and have served as a member of the professional staff of the College for a continuous period of 66 contract months. In computing consecutive years of service periods of approved sick leaves or other approved leaves with pay shall be included.

All sabbatical leaves must have final approval of the Board of Trustees.

Sabbatical leaves will be primarily granted on the basis of benefit to the College. Sabbatical programs may be utilized for study and research, educational travel, creative work, or experience of professional value which will refresh the outlook, increase the awareness or enhance the professional growth of the individual involved.

Should the qualifications of more than one applicant and the value of the sabbaticals be substantially the same, the applicant with the greatest length of continuous service, in the college, will be granted the sabbatical.

Payment during sabbatical leave will be at the rate of full salary for one-half year or one-half salary for a full year. Normal benefits such as retirement, group insurance and hospitalization shall be continued during the period of leave.

Sabbatical leaves will normally commence at the beginning of the fall or the spring semester.

Members of the OPAP on sabbatical leave may, with the prior approval of the President, accept fellowships, grants in aid or earn income to assist in accomplishing the purpose of their leaves. In such cases, the President may adjust the sabbatical leave salary to reflect such income, either prior to, or during the periods of such leave, but in no case shall the sabbatical leave salary be decreased if total earnings are less than full salary.

No member of OPAP shall be eligible for a second sabbatical leave until he has completed another 66 months of active continuous service in the College.

Applications for sabbatical leave shall be submitted to the President of the College no later than six months prior to the academic year for which the sabbatical leave is requested unless such requirement is waived. The application shall include a statement outlining the program to be followed while on leave stating that the applicant intends to continue as a member of the professional staff upon his return and that upon his return, the applicant will submit to the President of the College a report of his accomplishments while on sabbatical leave.

If the OPAP member does not return for one full year after completion of the sabbatical leave, he must, within three months, repay the College in full for each month he does not serve. If he resigns during the sabbatical leave, his salary will be terminated and he must, within three months, repay the College for each month he was on sabbatical leave.

In the event of his termination by the College, upon completion of the sabbatical leave, he is relieved of all responsibilities for repayment of salary earned.

Section 21

Retrenchment - The services of any OPAP member may be terminated in the event of the financial program retrenchment. If the President anticipates that such retrenchment is necessary, he shall consult OPAP concerning the policy to be followed in the reduction of staff.

If an individual OPAP member's employment is to be terminated because of financial or program retrenchment, after this consultation, the OPAP member must be given at least 30 days advance notice of the date of termination and shall be paid for all vacation accrued at the time of termination. In addition, if, within two years of the date of termination, the position or the program is reinstated, the individual who has had his employment terminated for this position or program shall receive first consideration for re-employment.

Section 22. Appointment of OPAP Members

The President of the College shall notify members of OPAP promptly, in writing, following confirmation by the Board of Trustees, of their appointments, re-appointments, promotions, changes in status or other changes or conditions of their positions.

The President shall notify in writing, following confirmation by the Board of Trustees, members of OPAP not holding continuing appointments whether their terms will be renewed or if they are eligible for continuing appointments. Such notices shall be given as far in advance as is feasible and not later than March 15th preceding the expiration of their terms for persons appointed for the regular appointment year or comparable length of time for other terms. Unless terms and conditions of the appointments otherwise specify, the regular appointment year for members of OPAP shall be September 1 through August 31.

Development of procedures for the granting of temporary, term and continuing appointment shall continue to be reserved to the President of the College subject to approval by the Board of Trustees. Once adopted such procedures will be applied in an equitable manner and will provide that once continuing appointment is granted no OPAP member may be terminated except on the basis of incompetence, insubordination or moral turpitude and only after being given access to a hearing before the Board of Trustees.

Before any change in current procedures is finally implemented or new procedures finally adopted, OPAP will be informed in writing of such change. OPAP may, within twenty (20) days of receipt of such notice, request a meeting with the President to present its reaction. If OPAP is not satisfied with the outcome of such meeting, it may submit (in writing) its position to the Board of Trustees.

Alleged arbitrary and capricious application of the procedures for granting appointment referred to in the first paragraph above, may be processed through the grievance procedure. No arbitration award resultant from this provision shall have the effect of granting or extending continuing appointment to any OPAP member who would not otherwise be recommended for such appointment.

All OPAP members are eligible for Continuing Appointment.

Continuing Appointment for OPAP members shall be for the College and not for a specific position; however, members of OPAP who have received Continuing Appointment in Academic Areas while members of the Teaching Faculty shall retain such recognition as members of OPAP.

For the term of this Agreement, the length of the Probationary period for Continuing Appointment shall be thirty-six (36) months from the date of appointment. If the eligible OPAP member is granted an authorized leave

of absence, this leave time shall not be considered part of the probationary period. Upon return to active status, the probation time previously served shall be credited to that staff member and probation shall continue or remain as stands.

If termination action is taken during the first or second year of service, notice of termination shall be given at least six (6) months prior to the beginning of the next academic year.

If, at the end of the probationary period, the OPAP member is deemed ineligible for Continuing Appointment, his employment at the College shall be terminated. Notice shall be given at least one year prior to termination if the OPAP member is not to be continued in service after the expiration of the probationary period.

If notice of termination is given at the end of the third year, a fourth year of employment shall be provided.

Should the Board of Trustees fail to take action on reappointment or granting of continuing appointment to an OPAP member, that person shall be automatically granted Continuing Appointment the first day following completion of the Probationary Period.

Section 23. Life Insurance and Long Term Disability

A. The employer shall provide, without cost to OPAP members, group life insurance protection which will pay to the OPAP member's designated beneficiary an amount equal to two times his annual salary.

B. The employer will provide a maximum of $80 per month for the 28 months covered by this contract for enrollment of OPAP members in the Long Term Disability Plan adopted by the Faculty.

Section 24. Liability Protection

The employer shall provide without cost to OPAP members a minimum of $1,000,000 comprehensive public liability insurance, for each covered occurrence or accident resulting from the assigned duties of their positions. Coverage shall be sufficiently broad to protect OPAP members involved in extra-curricular activities carried on under the auspices of the College or its respresentatives and shall include protection against risk of injury from unusual hazards not to exceed the maximum coverage of the College policy.

Section 25. Retirement Programs

An OPAP member must join the New York State Employees' Retirement System or the Teachers' Insurance Annuity Association. The College agrees to make full contributions at the present rate as required by law.

Section 26. Health Insurance

The College shall continue to participate in the existing Statewide and GHI health insurance programs, paying the full cost of premiums for the OPAP member and 60% of the cost for his dependents from September 1, 1972 to August 31, 1973. As of September 1, 1973, the employer's contribution for dependant coverage shall increase to 75%.

Section 27. Grievance Procedure

1. Purpose - It is the policy of the College and OPAP that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements, at any stage, shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

2. Definitions - (a) A "grievance" is an alleged violation of this Agreement or any dispute with respect to its meaning or application.

(b) An "employee" is any person in the OPAP Unit covered by this Agreement.

(c) An "Aggrieved party" is the employee or group of employees who submit a grievance or on whose behalf it is submitted, or the OPAP.

3. Submission of Grievances - (a) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

(b) Each grievance shall be submitted in writing on a form approved by the College and OPAP and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and if known, the identity ot the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

(c) A grievance shall be deemed waived unless it is submitted within 15 days after the aggrieved party knew or should have known of the events or conditions on which it is based.

(d) An employee or group of employees may submit grievances which affect them personally and shall submit such grievances to the immediate superior outside of OPAP. OPAP may submit any grievance.

4. Grievance Procedure

(a) The Immediate Supervisor outside the bargaining unit shall respond in writing to each grievance received. If an aggrieved party is not

satisfied with the response from said Immediate Supervisor, or if no response is received within one calendar week after the submission of the grievance, such aggrieved party may submit a copy of the grievance to the President of the College.

(b) The President or his designated representative and a committee appointed from the Board of Trustees shall, upon request, confer with the aggrieved partie(s) with respect to the grievance and shall deliver to the aggrieved partie(s) a written statement of their position with respect to it, no later than two weeks after it is received by the President.

(c) In the event OPAP is not satisfied with the determination with respect to a grievance in 4. (b), it may, within fifteen days after receiving a determination, refer the grievance to arbitration requesting that the American Arbitration Association propose the names of seven arbitrators. A copy of such request shall be forwarded to the President.

5. Arbitration

(a) Upon receipt of the names of the proposed arbitrators, a designee of the President and OPAP shall strike names from the list until one ultimately is designated as the arbitrator.

(b) The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement.

No arbitration award resultant from Section XXI of this Agreement or any other Section herein shall have the effect of granting continuing appointment to any member of OPAP who would not otherwise be recommended for continuing appointment.

The decision of the arbitrator shall be final and binding upon both parties.

(c) The cost of all proceedings, including arbitration, will be borne equally by the College and OPAP.

(d) The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

Section 28. Miscellaneous

(a) This agreement shall supersede any rules, regulations or any

practices of the College which shall be contrary to or inconsistent with the terms of this Agreement.

(b) IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS, THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

(c) If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.

(d) Subject to the provisions of Article XIV of the Civil Service Law, this Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, and added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

DATED: 4th day of May 1973.

FOR THE COUNTY OF ULSTER:

s/ Peter J. Savago

FOR OPAP:

s/ Walter W. Bartlett